



REQUEST FOR PROPOSALS (RFP)

**HOME Investment Partnerships Program (HOME) -
American Rescue Plan Act of 2021 (ARP)**

**CITY OF CHARLOTTE
HOUSING & NEIGHBORHOOD SERVICES DEPARTMENT - HOUSING
SERVICES**

**DATE ISSUED:
December 21, 2021**

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1 REQUEST FOR PROPOSALS (RFP) INSTRUCTION

1.1 Public Notice

The City of Charlotte shall select several nonprofit organizations to provide rental assistance, supportive services and/or develop rental units/non-congregate shelter serving households experiencing homelessness or other eligible populations described herein. The goal of these activities is to reduce the frequency and severity of homelessness in Charlotte

Information related to this solicitation, including any addenda, will be posted to the City's Housing website at:

<http://charlottenc.gov/HNS/Housing/RFP/Pages/Requests%20For%20Proposals.aspx>
and the NC Interactive Purchasing (IPS) site at <http://www.ips.state.nc.us>.

For questions related to this RFP, contact:

Warren Wooten
Housing Operations Manager
Direct Phone: (704) 336-2489
Email: warren.wooten@charlottenc.gov

1.2 Project Overview

HOME Investment Partnerships Program (HOME) - American Rescue Plan Act of 2021 (ARP) provides funds for housing development, homelessness assistance and supportive services. These funds will be used to benefit individuals and families who meet the criteria outlined as a qualifying population.

Additional information on HOME-ARP is located at
<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>.

Qualifying Populations

An eligible individual or family is defined as a qualifying population if they meet one of the following criteria and are eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria:

- Homeless or At Risk of Homeless (24 CFR 91.5)
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (24 CFR 5.2003)
- Other Populations
 - *Other Families Requiring Services or Housing Assistance to Prevent Homelessness:* a household who have previously been qualified as "homeless", are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
 - *At Greatest Risk of Housing Instability:* a household who either 1) has annual income that is less than or equal to 30% of AMI and is experiencing severe cost burden; or 2) has

annual income that is less than or equal to 50% of AMI, as determined by HUD, AND meets one “at risk of homelessness” condition. See HUD memo for complete definitions.

Note: Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

Eligible Activities

The following activities are eligible under HOME-ARP:

- *Tenant-Based Rental Assistance (TBRA)*
- *Supportive Services*
- *Acquisition and Development of Non-Congregate Shelter*

Eligible Geography

Projects submitted in response to this RFP must be located in and service residents of Mecklenburg County.

See Section 3 for additional details.

1.3 RFP schedule and Proposal Submission

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFP:	12/21/21
RFP Conference:	1/7/22 10:30am MANDATORY
Deadline for Questions:	1/14/22
DUE DATE & TIME FOR PROPOSALS:	1/28/22 at 5:00pm EST

RFP Conference information:

HOME-ARP RFP Pre-submittal Conference
<https://charlotte.webex.com/charlotte/j.php?MTID=m1ac824bac7ac9b46529fa0e324aba9a7>
 Friday, Jan 7, 2022 10:30 am | 1 hour | (UTC-05:00) Eastern Time (US & Canada)
 Event number: 2314 117 5426
 Event password: HOMEARP (4663277 from phones)
 Join by phone
 1-650-479-3207 Call-in toll number (US/Canada)
 Access code: 231 411 75426

All agencies must have at least one staff person attend the RFP conference to be eligible to submit a proposal.

Interested agencies must complete and submit an electronic copy of their entire submittal via USB drive on or before the date and times indicated. Submittals may be made in person or mailed to:

Housing Services
ATTN: HOME ARP Proposal Submittal
600 E Trade Street
Charlotte, NC 28202

Separate applications must be submitted if both TBRA/Supportive Services and a housing development activity are being requested.

1.4 Evaluation Criteria & Process

Proposals will be evaluated based on the agency's experience, capacity, and ability to meet the performance requirements of this RFP. Proposals will be assessed to determine the most comprehensive, competitive, and best solution for City residents based on, but not limited to the following criteria:

- Qualifications and experience
- Availability to complete project/ program work in a timely manner
- Proposed approach
- Proposed cost effectiveness
- Acceptance of the Terms of the contract

The City reserves the sole right to select the most qualified agencies based on best overall value that is most advantageous to the City.

Agencies who submit proposals will be notified of the selection results. Final recommendation of any selected agency is subject to the approval of City Council or City officials.

1.5 Proposal Format & Contents

For this RFP, proposal contents and format shall be governed by section 3 of this document.

Interested agencies must complete and submit an electronic copy of their entire submittal via USB drive on or before the date and times indicated. Submittals may be made in person or mailed to:

Housing Services
ATTN: HOME ARP Proposal Submittal
600 E Trade Street
Charlotte, NC 28202

1.6 Evaluation Criteria & Process

The City will review and rate each proposal based on the following criteria;

- Overall agency experience working with at risk populations
- Specific agency experience with homelessness assistance programs or development of housing for HOME-ARP targeted populations
- Proposed program outcomes

The City will appoint an evaluation committee whose responsibilities will include performing independent technical evaluations of each proposal and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each Proposal. City reserves the right to obtain clarification or additional information with any agency regarding its Proposal.

The City reserves the sole right to select the most qualified agency(s) on basis of best overall value that is most advantageous to the City.

The City reserves the sole right to renew contracts awarded from this RFP for a period of four additional fiscal years. This decision will be made on a yearly basis, at the discretion of The City.

Agencies who submit proposals will be notified of the selection results. Final recommendation of any selected agency is subject to the approval of City Council or City officials.

END OF SECTION ONE

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator identified in this RFP. Except for communications with the Contracts Administrator and Charlotte's Business INclusion Officer for this RFP, prospective agencies and their staff are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the agency's proposal for consideration.

2.2 Duties and Obligations of Agencies in the RFP Process

Interested agencies are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a proposal. Agencies must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Agencies are expected to promptly notify the City in writing to report any ambiguity, inconsistency, or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency, or error.

2.3 Addenda

To clarify or modify any part of this RFP, addenda may be issued and posted at the City's official website at

<https://charlottenc.gov/HNS/Housing/RFP/Pages/Requests%20For%20Proposals.aspx> and the NC Interactive Purchasing (IPS) site at <http://www.ips.state.nc.us>.

Any requests for information or clarification shall be submitted in writing to the contacts listed in this RFP by the deadline for questions.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the agency shall be deemed to have represented and warranted that the proposal is not made in connection with any competing agency submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. Furthermore, the agency certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

2.5 Public Records

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each agency must take the following precautions: (a) any trade secrets submitted by the agency should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each agency agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and

to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each agency agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the agency has designated as a trade secret. Any agency that designates its entire proposal as a trade secret may be disqualified from consideration.

2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any agency responding to this RFP. Agencies submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the agency's own expense with the express understanding that the agency cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each agency shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or agency responding to this RFP.

2.7 Advertising

In submitting an RFP, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

2.8 Vendor Registration with City of Charlotte

The selected agency and subcontractors must be registered in the City's Vendor Registration System to receive payment for services and/or supplies provided under any City contract.

2.9 Financial Capacity; Insurance Requirements

The selected agency must have the financial capacity to undertake the work and assume associated liability. The selected agency will be required to provide certificates of insurance evidencing coverage for automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

2.10 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all documents and other work product prepared by, for, or under the direction of the selected agency pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the agency a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.11 City Rights and Reservations

The City expects to select one or more agencies but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any agency/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contracts to the most qualified agency(s) based on best overall proposal most advantageous to the City. The City of Charlotte is therefore not bound to accept a proposal based on lowest price. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

2.12 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful agency's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

2.13 Charlotte Business INclusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the Charlotte Business INclusion program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City of Charlotte is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. Regarding this effort, SBE participation will be required to meet goal compliance. For SBE participation to count towards a Goal, SBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

The **Charlotte CSA** refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area in effect as of April 8, 2013 consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. This is one criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.

Agencies are highly encouraged to consider all possibilities for MWSBE participation. A complete list of City certified SBEs is available at www.charlottebusinessinclusion.com.

2.1 Special Provisions

2.1.1 FLOW DOWN REQUIREMENTS

The Home Investment Partnership Program (HOME) may fund all or part of the contract resulting from this RFP. The selected developer shall comply with the following provisions including 24 Code of Federal Regulations (CFR) Part 92. The contract will include guidelines for HOME funded agencies, as regulated by the HOME program and complies with applicable Federal Statutes, Federal Rules, and other required provisions in effect as of the date of the written agreement. These requirements include, but are not limited to the following:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- CFR 24 Part 92 – HOME Program Regulations

- Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (Language Access Planning)

Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

As Found in CFR 24 Part 92

- §92.350 – Other Federal Requirements/Nondiscrimination
- §92.351 – Affirmative Marketing
- §92.352 – Environmental Review
- §92.353- Displacement/Relocation
- §92.354 - Labor
- §92.355 – Lead Based Paint
- §92.356 – Conflict of Interest
- §92.357 – Executive Order 12372

The agency must submit a copy of its annual audit report within 30 days of receipt, but no later than nine months after end of the audit period. Audited financial statements must adhere to the requirements stated in 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

By submitting a proposal, the agency representative acknowledges that he/she has read the above stated Federal Regulations for the American Rescue Plan, HOME Program and 2 CFR Part 200. Failure to adhere to the federal and city compliance regulations will result in withholding or denial of contract/written agreement reimbursements.

2.1.2 FEDERAL CONTRACT PROVISIONS

- **DEBARMENT AND SUSPENSION.** The Agency represents and warrants that neither the Agency nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Agency or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Agency shall notify the City immediately. The Agency’s completed Form 11 – Vendor Debarment Certification is incorporated herein as Form L.1 below.
- **RECORD RETENTION.** The Agency certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- **PROCUREMENT OF RECOVERED MATERIALS.** The Agency represents and warrants that in its performance under the Contract, the Agency shall comply with section 6002 of the

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ENERGY EFFICIENCY. The Agency certifies that the Agency will follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). The Agency certifies that:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - The Agency's completed Form 12 –Byrd Anti-Lobbying Certification is incorporated herein as Form L.2 below.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). If the Contract is more than \$100,000 and involves the employment of mechanics or laborers, the Agency must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Agency is

required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

- RIGHT TO INVENTIONS. If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- DHS SEAL, LOGO, AND FLAGS. The Agency shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- PROGRAM INCOME. The Agency shall conform to program income requirements as applicable to use of federal funds. At the end of the program year, the City may require remittance of all, or part of any program income balances (including investments thereof) held by the Agency.
- UNIFORM ADMINISTRATIVE REQUIREMENTS. The Agency shall comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.
- PROGRAM REQUIREMENTS. By signing this Contract, the Agency acknowledges that it has read the HOME Tenant Based Rental Assistance program guidelines as outlined in 24 CFR § 92.209 and other Program requirements. Failure to adhere to the federal regulations, required City certifications, and program requirements will result in withholding or denial of reimbursements.
- REVERSION OF ASSETS. At the end of the Performance Period, the Agency shall transfer to the City any funds on hand at the time of expiration and any accounts receivable attributable to the use of Federal funds provided under this Agreement. Any real property under the Agency’s control that was acquired or improved in whole or in part with Federal funds provided under this Agreement more than \$25,000 shall be disposed of in a manner consist with federal guidelines and approved by the City.
- EXECUTIVE ORDER 11246. During the performance of this Agreement, the Agency agrees as follows:
 - The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

- advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - The Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor to the labor union or workers' representative of the Agency's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - The Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - The Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - In the event of the Agency's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Government agreements or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - The Agency will include the provisions of paragraph (i) through (vi) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the Agency becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- SECTION 3 COMPLIANCE
 - The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, be directed toward low- and very low-income persons and

business concerns that provide economic opportunities to low-or very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects.

- The parties to this contract agree to comply with HUD's Section 3 regulations, 24 CFR Part 75 - "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low-and Very Low-Income Persons and Eligible Businesses", which became effective on November 30, 2020. As evidenced by the execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- Section 3 regulations established the threshold of: (a) 200,000 for housing rehabilitation, housing construction, and other public construction (i.e., public facilities and improvements) projects assisted with housing and community development financial assistance; (b) requirements apply based on the amount of housing and community development funding provided by one or a combination of different applicable HUD programs exceeding the \$200,000 threshold; (c) Section 3 requirements apply to the entire project, not just the HUD-financed portion; (d) apply when a project receives less than \$200,000 in HUD housing and community development financial assistance but receives public housing financial assistance as defined in 24 CFR 75.3 (a)(1); or (e) more than \$100,000 of Lead Hazard Control and Healthy Homes assistance.
- The contractor agrees to (a) maintain adequate records demonstrating Section 3 compliance, (i.e.: Section 3 and Targeted workers and hours worked, income verification, demographic information, Section 3 Business Concerns information, etc.) and Safe Harbor Benchmarks data and Prioritization of Effort Certifications; (b) records must be maintained in compliance with for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (c) require subcontractors to include Section 3 clause in every subcontractor's contract and maintain worker's records and meet Benchmark and prioritization requirements as noted in 24 CFR Part 75.19; (c) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can view the notice; and (d) agree to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 75.
- The Agency will submit all required reports and records to the City of Charlotte and require subcontractors to submit reports and records. Reports should be submitted at the completion of the project, quarterly, annually or upon City's request. Project completion occurs upon receipt of Completion of Occupancy.
- Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- AGENCY SHALL ABIDE BY THE FOLLOWING PROVISIONS:
 - NONDISCRIMINATION CERTIFICATION - SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
 - AGE DISCRIMINATION ACT. No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.
 - SECTION 504 & TITLE II –AMERICANS WITH DISABILITIES ACT OF 1990 28 CFR PART 35). The Americans with Disabilities Act of 1990 (28 CFR Part 35) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. No qualified person with disabilities shall, on the basis of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Agency shall not assign any interest in this Agreement and shall not discriminate against any employee, applicant of employment, or student because of race, religion, color, sex, age, disability, or national origin.
- LABOR STANDARDS – DAVIS BACON PROVISIONS. With respect to the use of federal funds granted under this Agreement, the Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as the requirements of such acts, laws or regulations apply to the Agency and the Agency's activities in the performance of this Agreement specifically. Furthermore, with respect to the use of Federal funds granted under this Agreement, the City shall maintain documentation, which demonstrates compliance with hour and wage requirements of this Section. Such documentation shall be made available to the City for review upon request. The Agency agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than (8) households, the Agency shall make a good faith effort to ensure that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with Federal Funds provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such contracts and with the requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen as applicable to nonprofit organizations in general and the Agency's

activities in the performance of this Agreement specifically; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve Agency of its obligation, if any, to require payment of the higher wage. In all contracts, which (i) are subject to such regulations, (ii) utilize Federal Funds and (iii) are more than \$25,000.00, Agency shall cause or require being inserted provisions meeting the requirements of this Section. Notwithstanding the above or anything in this Agreement to the contrary, Agency 's obligations and responsibilities under this Section are conditioned upon City delivering to Agency within thirty (30) days after the date of execution of this Agreement written notice enclosing a copy of the applicable acts, laws, regulations, and federal requirements adopted by the City which are referred to herein.

- HISTORIC PRESERVATION. With respect to activities involving Federal funds, the Agency agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.
- LEAD BASED PAINT. The Agency is hereby specifically made aware of the lead-based paint regulations, 4 NCAC 19L, Rule .1011, which are applicable to the construction, rental, or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the Agency will comply with the lead-based paint regulations. Agency shall provide for each household that is housed a copy of the EPA's brochure, "Protect Your Family from Lead in Your Home", which may be located and printed from the EPA's website in English, Spanish, and several other languages. Further, the Agency shall receive a completed and signed "Lessor's Disclosure on Lead-Based Paint and/or Lead-Based Paint Hazards" for every unit leased.
- PROCUREMENT OF RECOVERED MATERIALS. The Agency represents and warrants that in its performance under the Contract, the Agency shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- PROVIDING LANGUAGE ACCESS. Pursuant to Executive Order 13166 "Improving Access to Services for Person with Limited English Proficiency", the order directs federal agencies and those agencies receiving federal funds (contractors, subcontractors, recipients and subrecipients) take reasonable steps to ensure that Limited English Proficiency (LEP) or Non-English Proficient (NEP) persons have meaningful access to the programs, services, and information that federally funded programs provide. The order further requires that written translation of Vital Documents should include but are not limited to the following:
 - Program applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important

information regarding program eligibility and participation; notices pertaining to the reduction, denial, or termination of service or benefits, the right to appeal such actions, or that require a response from beneficiary notice advising LEP persons of the availability of free language assistance, and other outreach materials.

- Recipients receiving federal funds will need to provide translation services both oral and written in Spanish.

The following statements should be placed at the top of all federally funded program applications

Please check one of the following (Por favor, Marque uno de los siguientes):

- I understand and can complete this application provided in English ____
- No entiendo la solicitud prevista en Inglés y pedir una solicitud en español ____
(I do not understand the application provided in English and request an application in Spanish)

- Definitions
- Limited English Proficient or LEP refers to a person who does not speak English as his/her primary language and has a limited ability to speak, read, write, or understand the English language.
- Non-English Proficient or NEP refers to a person who cannot speak or understand the English language at any level.
- A Vital Document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP/NEP populations they serve.

2.1.3 CONTRACT PROVISIONS REQUIRED BY STATE LAW.

- E-VERIFY. CRISIS ASSISTANCE will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require each of its subcontractors to do so as well.
- NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. CRISIS ASSISTANCE certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract.

2.1.4 CONTRACT PROVISIONS REQUIRED BY CITY ORDINANCE.

- **COMMERCIAL NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into this Contract the Agency agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Agency shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall THE AGENCY retaliate against any person or entity for reporting instances of such discrimination. The Agency shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, The Agency agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Agency further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Agency agrees to provide to the City from time to time on the City’s request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Agency understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of The Agency from participating in City contracts and other sanctions.

END OF SECTION TWO

3 Requested Project Scope

The City of Charlotte is soliciting proposals for projects to support populations at risk of or experiencing homelessness with a goal of mitigating impacts of the COVID-19 pandemic. The City will consider projects that can be **completed within four years or less**. The City is most interested in strategies that align with the 2020-2025 Charlotte-Mecklenburg Housing & Homelessness Strategy. More information about the strategy can be found at <https://mecklenburghousingdata.org/char-meck-housing-homelessness-strategy/>.

It is strongly recommended that agencies interested in applying for funds under this RFP read the entire notice provided by HUD regarding HOME-ARP funding located at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

Eligible Activities

3.1 Tenant Based Rental Assistance (TBRA)

HOME-ARP funds may be used to provide tenant-based rental assistance to qualifying households (“HOME-ARP TBRA”). In HOME-ARP TBRA, the subrecipient agency assists a qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing and housing-related costs, such as rental assistance, security deposits, and utility deposits. HOME-ARP TBRA assisted households may choose to rent a unit in any eligible rental unit. HOME-ARP TBRA is a form of rental assistance that is attached to the household and not a particular rental unit. Therefore, the HOME-ARP TBRA assisted household may choose to move to another unit with continued HOME-ARP TBRA if the new unit meets the applicable property standards. If a HOME-ARP TBRA assisted household chooses to move, the rental assistance contract terminates and a new rental assistance contract for the new unit will be executed according to HOME-ARP TBRA requirements. The HOME-ARP TBRA assisted household must notify the agency before moving to receive continued HOME-ARP TBRA.

3.2 Supportive Services

There are three categories specifically included as supportive services under HOME-ARP:

- McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney Vento.
 - Outreach services: Costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
 - Substance abuse treatment services: Cost of substance abuse treatment services to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors provided by licensed or certified professionals.
 - Case management: Costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. PJs and subrecipients providing these supportive services must have written standards for providing the assistance.
 - Landlord/Tenant Liaison: Costs of liaison services between property managers/owners and program participants.

- Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i .
- Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted.

3.3 Acquisition/Development of Non-Congregate Shelter or Permanent Supportive Housing

- HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations described in the HOME ARP notice (“qualifying households”). Unlike the regular HOME Program, which targets HOME-assisted rental units based on tenant income, 70 percent of all HOME-ARP units will admit households based only upon their status as qualifying households. This complicates the underwriting and operation of projects that include HOME-ARP units. As a result, the requirements for HOME-ARP rental housing provide significant flexibilities to enable HOME-ARP rental projects to remain financially viable and affordable for the qualifying populations throughout the minimum compliance period.

Eligible HOME-ARP rental housing includes “housing” as defined at 24 CFR 92.2, including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. Emergency shelters, hotels and motels (including those currently operating as non-congregate shelters), facilities such as nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not constitute housing in the HOME-ARP program. However, HOME-ARP funds may be used to acquire and rehabilitate such structures into HOME-ARP rental housing.

- A non-congregate shelter (NCS) is one or more buildings that provide private units or rooms as temporary shelter to individuals and families and does not require occupants to sign a lease or occupancy agreement. HOME-ARP funds may be used to acquire and develop HOME-ARP NCS for individuals and families in qualifying populations. This activity may include but is not limited to the acquisition of land and construction of HOME-ARP NCS or acquisition and/or rehabilitation of existing structures such as motels, hotels, or other facilities to be used for HOME-ARP NCS. HOME-ARP funds may not be used to pay the operating costs of HOME-ARP NCS.

Required Documentation

Proposals shall be submitted in electronic format as PDF documents. Submittals must include a letter of transmittal and this required documentation listed below. If the City has provided a form or model for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide the proposal as a single PDF document. Agencies may apply for TBRA and supportive services in the same application.

Separate applications must be submitted if both TBRA/Supportive Services and a housing development activity are being requested.

Checklist				
✓	Document	Required		
		TBRA	Supportive Services	NCS/ Rental
	Letter of Transmittal	X	X	X
	Form 1 – Execution of Proposal*	X	X	X
	Form 2 – Commercial Non-discrimination Certification*	X	X	X
	Form 3 – E-Verify Certification*	X	X	X
	Form 4 – Staffing*	X	X	X
	Form 5 – Program Financial Design*	X	X	
	Form 6 – Service Application*	X	X	
	Form 6 – Development Application*			X
	Development Proposal to include Project Description Agency’s track record with similar projects Development team experience			X
	Form 990 (nonprofit agencies only)	X	X	X
	Current and past two years of financial statements (3 total)	X	X	X
	Site plan/ Evidence of Site Control /Statement of Intent			X
	Management plan			X
	Proforma*			X
	Project timeline	X	X	X
	Project budget/ Sources and Uses			X
	Acknowledgement \$35 Management Fee Per Unit			X
	Status of City funded construction projects, still in progress			X
	Property Inventory/ properties under management	X	X	X
*indicates a city provided form or format				

Documentation Definitions

Project Description -	Provide a concise written understanding of the project to include the number of proposed units, the eligible population, area median income of households served and the location of the project.
Site plan -	An architectural plan, landscape architecture document, or a detailed drawing of proposed improvements to a given plot or plots of land.
Management plan -	A financial and operational strategy for the ongoing management of a property.
Proforma -	An analysis that details a property's projected net operating income (NOI) and cash flow projections using its current and potential income and operating expenses. The City requires a 20-year proforma in the City's standard format.
Project timeline -	A comprehensive list of project/ development work items and milestones from the date of project award (estimated April 2021) through the completion of the project.
Project budget/ Sources and Uses -	A complete listing of all funding (including HOME-ARP and all other sources) needed to complete the proposed development and an itemized listing of expenses showing how the funding will be used.

END OF SECTION THREE

Form 1 – Execution of Proposal

The person executing the Proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFP constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this Proposal, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

**Type of Company:
(check 1 box)** Sole Proprietor Partnership Joint Venture Corporation _____ (identify the State of incorporation)

(if joint venture, complete this "Proposal Submission" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: _____

City of Charlotte Vendor Number: _____

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

No: _____ Date: _____ No: _____ Date: _____ No: _____ Date: _____

Company Legal Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Signature of Authorized Representative (or Designee)_____
(Print Name)_____
(Title)_____
Date***Proposal is valid for one-hundred-eighty (180) days from the Proposal due date.***

FORM 2 – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

COMPANY NAME: _____

RFP NAME: HOME-ARP

The undersigned Company hereby certifies and agrees that the following information is correct:

1. In preparing its bid/proposal, the Company has considered all bids/proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the Company agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid/proposal to the City, the Company agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Signature of Authorized Representative (or Designee)_____
(Print Name)_____
(Title)_____
(Date)

Form 3 - E-VERIFY CERTIFICATION

COMPANY NAME: _____

RFP NAME: HOME-ARP

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:

- a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of newly hired employees pursuant to federal law, as modified from time to time.
- b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements"). Section 126-7.1 of the North Carolina General Statutes requires state agencies to verify their employees' work statuses through E-Verify.
- c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.

2. As a condition of being considered for the Contract, Company certifies that:

- a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company has complied and will comply with the E-Verify Requirements with respect to Company employees working in North Carolina; and
- b. Regardless of how many employees Company has working in North Carolina; Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.

3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Only in the manner and to the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. §143-291, et seq., and without waiver of its sovereign immunity, company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Signature of Authorized Representative (or Designee)

(Print Name)

(Title)

(Date)

FORM 4 – Staffing

AGENCY NAME: _____

RFP NAME: HOME-ARP _____

List the full names of all **employees** who are intended to be assigned to this program. Describe their specific role/responsibility and availability. Add additional pages as necessary.

Employee Name & Title	Project Role	Availability	Education / Experience
John Smith, Counselor	Program eligibility client services & counseling	Full time staff assigned 50% to this program	MSW

Form 5 - Program Financial Design

In the space below, provide information regarding current and requested funding.

Population to be Served	Number to be served	Average Monthly Tenant Rental Contribution	Average Monthly TBRA Subsidy per Household	Average Monthly Other Subsidy per Household + =	Monthly Average Total Rent per Household Served	Total TBRA Cost per Household (one year)	Total Cost (one year)
Sample	10	150	400	100	650	4,800	48,000
HOME – ARP Eligible Populations*							
Supportive Service**							
Supportive Service**							
Supportive Service**							
Administrative						10% total yearly request	
* Must meet one of the HOME-ARP eligible population criteria. +Up to four years ** Add the actual supportive service(s) you plan to provide – one per line. Add additional lines as needed.					Total Funds Requested (one year)		
					Number of Years +		X
					Total Request		
					Match Provided (list sources in narrative)		

Information provided in this proposal requesting rental assistance and/or supportive services funding is true and accurate to the best of my knowledge. I acknowledge that if funding is awarded to my agency HUD HOME funding rules and regulations are applicable to the use of this funding.

Signature _____

President/Board Chair

Date

Form 6 – TBRA/Supportive Services Application

Instructions: Please complete by editing the provided word document and submit with proposal. This document and all other indicated items listed in Section 3 constitute a completed application. If the City has provided a form or model for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide as a single PDF document.

AGENCY AND PROGRAM INFORMATION

Agency:			
Address:			
Director:			
Agency Contact:			
Phone Number:		Email:	
Tenant Based Rental Assistance	\$		
Supportive Services	\$		
Total Funding requested from City	\$		

Agency Incorporation date (Month and Year)	
Estimated Budget for Current Fiscal Year	
Number of staff employed (full time equivalents):	

Provide description of your agency and describe your agency's proposed project:

Agency Description:

Agency Mission Statement:

Agency Vision Statement:

Proposed Program Description: <i>Brief Summary, please include Proposed Activity(ies); Target Population(s); Project Duration</i>

Describe the proposed benefits and results related to your agency's funding request.

How long has your agency provided this type of assistance?

Describe your agency's program and approach. How will this funding be incorporated to advance your mission and the homelessness reduction goals of Charlotte-Mecklenburg?

How will your agency ensure successful outcomes?

The goal of City funding is to provide assistance to vulnerable households and meet their housing needs while they transition to self-sufficiency or long-term supportive housing options. For each population you plan to serve, discuss your agency's long-term housing strategy including how you plan to transition each population group to a permanent housing solution.

The goal of City funding is to provide assistance to vulnerable households and meet their housing needs while they transition to self-sufficiency or long-term supportive housing options. For each population you plan to serve, discuss your agency's long-term housing strategy including how you plan to transition each population group to a permanent housing solution.

The Rental Assistance program requires each unit be subject to a HQS inspection prior to lease and payment approval. How does your agency plan to meet this requirement? (If not providing TBRA, respond NA)

Provide a detailed description of each supportive service you plan to provide with this funding. (If you are not providing supportive services, respond NA)

Explain the current status of all open City funded contracts. What percent of funds have been expended? What is your agency's plan to complete open contracts? (If you have no open contracts, respond NA)

Explain your agency’s staffing. Do you currently have the appropriate staffing to carry out the proposed activity(ies)? If not, how do you plan to staff for the activity?

Describe the process your agency has in place to ensure that all staff understand and will meet HOME contract requirements for required reporting and invoice submittal.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of the agency/company or members of their immediate families, or their business associates, who will be involved with conducting this project who are:

Employees of, or closely related to employees of the City of Charlotte? YES NO

Members of, or closely related to members of, the Charlotte City Council? YES NO

If you have answered **YES** to any question, **please attach a full explanation to the application.** The existence of a potential conflict of interest does not make the project ineligible for funding, however, the existence of an **undisclosed** conflict may result in the termination of any assistance awarded. The disclosure statement must be signed and dated.

To the best of my knowledge and belief all information in this application is true and current and submission of the application has been approved by the appropriate applicant authorities.

Signature _____

President/Board Chair

Date

Form 7– Development Application

Instructions: Please complete by editing the provided word document and submit with proposal. This document and all other indicated items listed in Section 3 constitute a completed application. If the City has provided a form or model for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide as a single PDF document.

Agency Information

Agency:			
Applying as:			
Address:			
Principal:			
Phone Number:		Email:	
Requested Funding Amount:	\$		

Agency Incorporation date (Month and Year)	
Estimated Budget for Current Fiscal Year	
Number of staff employed (full time equivalents):	
Years of development experience and types of projects completed:	

Development Information

Development Name:	
Development Address:	
City/State/Zip:	
Parcel ID Number(s):	
Contact Person/ Title:	
Phone:	
Email:	

TYPE OF ACTIVITY

<input type="checkbox"/> Permanent Housing for Eligible Populations	<input type="checkbox"/> Non-congregate Shelter
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TYPE OF PROJECT

<input type="checkbox"/> Multifamily New Construction	<input type="checkbox"/> Single Family Rehabilitation
<input type="checkbox"/> Multifamily Rehabilitation	<input type="checkbox"/> Conversion of Use
<input type="checkbox"/> Acquisition	

INCOME LEVELS AND SPECIAL NEEDS

Please complete the following tables to the best of your ability. Show actual or estimated number of units for the development occupants/beneficiaries, **not percentages**.

Income Group	Number of Units	Number of Beds
30% or less of area median income (AMI)		
31-50% of AMI		
51-60% of AMI		
61-80% of AMI		
TOTAL		

Supportive Housing Eligible Population (if applicable)

Category	Number of Units
Elderly (over 60)	
Disabled (not elderly)	
Homeless	
People with HIV/AIDS	
Veterans	
Other – Identify	
TOTAL	

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of the agency/company or members of their immediate families, or their business associates, who will be involved with conducting this project who are:

Employees of, or closely related to employees of the City of Charlotte? YES NO

Members of, or closely related to members of, the Charlotte City Council? YES NO

If you have answered **YES** to any question, **please attach a full explanation to the application**. The existence of a potential conflict of interest does not make the project ineligible for funding, however, the existence of an **undisclosed** conflict may result in the termination of any assistance awarded. The disclosure statement must be signed and dated.

To the best of my knowledge and belief all information in this application is true and current and submission of the application has been approved by the appropriate applicant authorities.

Signature _____

President/Board Chair

Date